

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA2	Page 1 of 86
2. Contract No.		3. Solicitation No. W31P4Q-07-R-0132		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2007JUN19	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-TM-H REDSTONE ARSENAL AL 35898-5280			Code W31P4Q	8. Address Offer To (If Other Than Item 7) US ARMY AVIATION & MISSILE COMMAND ATTN: AMSAM-AC BLDG 5303 REDSTONE ARSENAL, AL 35898		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 04:30pm (hour) local time 2007DEC21 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name ARTHUR TERRY L NEAL E-mail address: ARTHUR.TERRY.NEAL@US.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (256)955-6415
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	
				18. Offer Date	

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
Code			Code	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

DRAFT REQUEST FOR PROPOSAL (DRFP) W31P4Q-07-R-0132

1. Purpose. The U.S. Army Aviation and Missile Life Cycle Management Command (AMCOM) plans to issue a Request for Proposal (RFP) for the Joint Air-to-Ground Missile (JAGM) system which will result in a contract award in 3QFY08 for a five year System Development and Demonstration (SDD) program which includes integration on the F/A-18E/F, AH-64D, and AH-12 platforms with 2 Low Rate Initial Production options. Integration Activities will begin on other threshold platforms ARH, MH-60R, and ERMP UAS during the SDD period. The JAGM program is a ACAT 1D program to design, develop, fabricate, test, and qualify a precision air-to-ground missile system to be integrated on specific Army/Navy/USMC rotary wing, fixed wing and UAS platforms. To support platform integration the offerors proposal wil include costs for:
 - a. Fixed Wing Launchers, offerors will propose:
 1. A new fixed wing launcher
 2. Modification to an existing fixed wing launcher
 - b. Rotary, Wing Launchers, offerors will propose:
 1. A new modular launcher with four rail, two-rail, and UAS configurations for rotary wing and UAS platforms that is also compatible with the legacy HELLFIRE and LONGBOW systems.
 2. Modifications to an existing rotary wing launcher, for the configuaration listed above, that are also compatible with the legacy HELLFIRE and LONGBOW systems.
 3. Develop and qualify "software only" modifications to legacy M299 rotary wing launchers that will allow use with JAGM, and will not impact legacy performance.
2. System Description. The Joint Air-to-Ground Missile (JAGM) system will be a common air-to-ground precision guided missile for use by Joint Service manned and unmanned aircraft to destroy high value stationary, moving, and relocatable land and naval targets. JAGM will be required to provide a common, multi-mode weapon capable of providing both current and future aviation platforms with reactive targeting capabilities satisfying the sum of needs across the joint platforms, and eliminates the requirement for separate upgrades to multiple existing missile systems. The JAGM is envisioned to be an eventual replacement for the HELLFIRE, air-launched TOW, and Maverick families of missiles.
3.
 - a. In accordance with chapter 139 of title 10 U.S.C. sec 2366a, the government must certify that technologies have been demonstrated in a relevant environment (Technology Readiness Level 6). Offerors will be required to specify the technology readiness level of the critical technologies on which their proposal is based and to fully substantiate claims that those technologies have been demonstrated in a relevant environment. The evaluation of proposals will include evaluation of Technology Readiness Level (TRL).
 - b. At a minimum the critical technologies are the integrated multi mode seeker, propulsion unit, and integrated multi purpose warhead/fuze. Multi mode seeker performance in a relevant environment shall be demonstrated by performing integrated multi mode seeker tower tests, captive flight tests, Hardware in the Loop (HWIL), or system flight tests and using this data with an Integrated Flight Simulation (IFS) analysis that demonstrates the ability to detect, acquire and track targets in all modes and in the presence of clutter, targets, and weather environments. Integrated warhead/fuze performance in a relevant environment shall be demonstrated by dynamic firing the integrated warhead/fuse assembly against armor and brick over block targets and using this data to analyze safe and reliable fuze function. Propulsion unit performance in a relevant environment shall be demonstrated by (1) static firing or flight test over the operational temperature extremes and using this data to analyze missile flight range, and (2) exposure to fixed wing mechanical shock and vibration over temperatures and using this data to analyze survivability (ability to operate after exposure). All environments and performance requirements are as defined in the JAGM System Performance Specification.
 - c. The offeror will provide data to support system Manufacturing Readiness requirements as part of the proposal . Requirements are defined as follows: Preliminary manufacturing requirements have been defined to include key characteristics; however, engineering/design is still in progress. Identification of physical and functional interfaces has been initiated, yet is not fully defined. Similar materials, processes, tooling, and test equipment have been demonstrated in relevant environments. Manufacturing processes and procedures are in development, and major investments in tooling and test equipment are likely required. MANTECH efforts have been initiated. Producibility risk assessments are ongoing. Production cost drivers/goals analyzed. System level DTC goals set. Long lead needs and key supply chain issues identified. The contractor will be required to demonstrate full compliance with Manufacturing Readiness Level (MRL) 6 at the Critical Design Review. The TRL and MRL are defined in DoD Technology Readiness Assessment Deskbook, May 2005, at <http://www.dod.mil/ddre/doc/tradeskbook2005.pdf>.

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4. Schedule. JAGM Industry Day is scheduled on or about 28-29 Jun 2007 in Huntsville, AL. The formal RFP is anticipated for release in September 2007. A Milestone B decision and Contract Award are anticipated in 3QFY08. A Preliminary Design Review (PDR) is scheduled NLT 15 months following contract award. A Milestone C Decision and initiation of the Low Rate Initial Production phase will occur after Milestone C. The Initial Operating Capability (IOC) for Milestone C platforms occurs during FY15.

5. Contract Strategy.

a. This is a Full and Open Competition that includes a Cost Plus Incentive Fee / Award Fee structure for a five-year SDD with additional two year period of aircraft integration and test support, and two fixed price LRIP options. This contract type was chosen in order to increase the governments ability to provide incentives to the contractor to achieve performance objectives while managing risk and maintaining cost controls. Alternative proposals may be submitted. JAGM will be procured as a complete system contract to preclude the Government from being the system integrator. Selection of a successful contractor will be determined utilizing a best value approach with a formal source selection process. To propose and perform SDD will require the capability to access classified and otherwise controlled data and possession of a US facilities clearance. Therefore, to be eligible for award, offerors will be required to demonstrate their capability to access, receive, store, and safeguard the critical technology and/or data required to execute the program.

b. An incentive performance pool will be established as a target fee of the proposed program cost and allocated as incentive and/or award fee. The CPIF portion of the fee will be earned by cost performance against the target cost to incentivize cost control. The CPAF portion of the fee will be earned by achievement of specific program objectives (performance, schedule, and management related objectives). The specific performance and schedule related objectives will be determined from the scheduled events in the contractors proposed Integrated Master Plan/Schedule. The specific Award Fee events and percentages of earned fee will be outlined in a detailed Award Fee Plan.

c. The JAGM system will be a simulation based acquisition program and it is planned for simulation to be the core tool to support systems engineering from the beginning of the effort. As result, the offerors will be required to address their approach for development, utilization, validation, and verification of a high fidelity Integrated Flight Simulation (IFS), a Software Test Station (STS), and Hardware-in-the Loop (HWIL) simulation for system and software design/development, flight test support, system evaluation, and system level performance assessment throughout the program. It will be a requirement that a fully integrated multi-mode IFS representing the offerors proposed concept be provided for evaluation with the proposal. It is expected that the provided IFS will include a six degree of freedom capability, closed loop seeker simulation, and tactical software algorithms. This IFS will be required to be compliant with the Government provided Common Simulation Framework and the multi spectral Common Scene Generator. The IFS will then be required to be integrated with the Government provided target and clutter database models. Further, the offeror will be required to execute a Government provided scenario run matrix of approximately 7,500 runs prior to delivery of the proposal and submit the results from those runs with the proposal. The offerors will be given the opportunity to visit the AMRDEC several weeks prior to proposal delivery to assure their simulation will successfully execute on Government computer cluster. A second visit is planned for the offerors to visit AMRDEC during the first few days after proposal delivery to demonstrate execution of their IFS run set on the same Government computer cluster.

6. Funds are not presently available for this acquisition. No contract will be awarded until appropriated funds are available from which payment can be made. The Government is not requesting offers for the JAGM SDD requirement at this time and will not negotiate based on any information received in response to this DRFP or otherwise pay for information solicited.

7. Your attention is specifically directed to sections B (CLINS) and H (Special Contracting Clauses).

8. Should amendments to this DRFP be issued, they will be posted at <https://acquisition.army.mil/asfi/>. Offerors are responsible for insuring that all amendments are acknowledged to the contracting officer. Your attention is also directed to the JAGM website at <https://jagm.msl.army.mil/home/index.rails>. where additional information will be posted concerning this Program. A password protected reading room has been established at this website. Instructions for obtaining a password can be found on the website. The following information is required for obtaining a password: the companys formal name on letter head, cage code, name of contractor representative, security clearance level and type, Facility Security Officer point of contact. Access to the restricted portion of the website will be granted to only one account per contractor.

9. DRFP W31P4Q-07-R-0132 was synopsized on 01 JUNE 2007.

10. JAGM Industry Day is scheduled on or about 28-29 Jun 2007, Time: 0800 1700, Location: Huntsville, AL. Questions or topics desired to be addressed at Industry Day should be submitted not later (NLT) 26 Jun 2007. The preferred method of communication is via email to Mr. Terry Neal at *HYPERLINK "mailto:arthur.terry.neal@us.army.mil" arthur.terry.neal@us.army.mil.

11. Any additional comments and questions should be submitted as soon as possible via email to Terry Neal (email provided above) and received NLT close of business 6 Jul 2007. Please provide detailed information with the question(s). The objective date for release of the final RFP is September, with proposal due 60 days after RFP release.

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*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: JAGM SDD - ARMY SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 TBD</p>	1	LO		\$ _____
0002	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: JAGM SDD - NAVY SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 TBD</p>	1	LO		\$ _____
0004	<p><u>SERVICES LINE ITEM</u></p>	1	LO		\$ _____ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	NOUN: DATA ITEMS SECURITY CLASS: Unclassified <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: CDRLS* PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: A *Contract Data Requirements List (DD Forms 1423) (End of narrative C001) <u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCHPERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 0011TBD	1	LO		\$_____
	<u>SERVICES LINE ITEM</u> NOUN: DT INTE SPRT BEYOND SDD, ARMY SECURITY CLASS: Unclassified <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01 <u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCHPERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 0011TBD				
0006	<u>SERVICES LINE ITEM</u> NOUN: DT INTE SPRT BEYOND SDD, NAVY SECURITY CLASS: Unclassified	1	LO		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01	1	LO		\$ _____
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 TBD				
	<u>OPTION FOR API LRIP I ARMY</u>				
	NOUN: API FOR LRIP I ARMY SECURITY CLASS: Unclassified				
	Firm-Fixed Price (End of narrative B001)				
0008	<u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01	1	LO		\$ _____
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 TBD				
	<u>OPTION - API FOR LRIP I NAVY</u>				
	NOUN: API FOR LRIP I NAVY SECURITY CLASS: Unclassified				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Firm-Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCHPERF COMPL REL CDQUANTITYDATE 0011TBD</p>				
0009	<p><u>LRIP I ARMY OPTIONS</u></p> <p>NOUN: LRIP I ARMY SECURITY CLASS: Unclassified</p>				
0009AA	<p><u>OPTION LRIP I ARMY MISSILES</u></p> <p>NOUN: LRIP I ARMY MISSILES</p> <p>Firm-Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCHPERF COMPL REL CDQUANTITYDATE 001129TBD</p>	129	EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB	<div><div><div>OPTION-LRIP I ARMY TEST MISSILES AND HARDWAR</div><div>NOUN: LRIP I ARM TEST MISS AND HARD</div><div>Firm-Fixed Price</div><div>(End of narrative B001)</div><div>Quantities to be determined prior to release of formal Request for Proposal</div><div>(End of narrative B003)</div><div>Description/Specs./Work Statement</div><div>PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK</div><div>PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</div><div>Inspection and Acceptance</div><div>INSPECTION: Destination ACCEPTANCE: Destination</div><div>Deliveries or Performance</div><div><div><div>DLVR SCH</div><div>REL CD</div><div>001</div></div><div><div>PERF COMPL</div><div>QUANTITY</div><div>0</div></div><div><div></div><div>DATE</div><div>TBD</div></div></div></div></div>		EA		\$ _____
0010	<div><div><div>OPTION - LAUNCHER MOD - ARMY LRIP I</div><div>NOUN: LRIP I LAUNCHER MODIFICATION</div><div>SECURITY CLASS: Unclassified</div><div>Firm-Fixed Price</div><div>(End of narrative B001)</div><div>Description/Specs./Work Statement</div><div>PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK</div><div>PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</div><div>Inspection and Acceptance</div><div>INSPECTION: Destination ACCEPTANCE: Destination</div></div></div>	72	EA		\$ _____

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	INSPECTION: DestinationACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCHPERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 00180TBD	17	EA		\$
	OPTION LRIP I ARMY TRAINING MSLS NOUN: LRIP I CAPTIVE AIR TRN MISSIL SECURITY CLASS: Unclassified Firm-Fixed Price (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCHPERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 00117TBD				
0014	OPTION LRIP I ARMY TRAINING MSLS NOUN: LRIP I AIR TRAINING MISSILES SECURITY CLASS: Unclassified Firm-Fixed Price (End of narrative B001) Quantities to be determined prior to release of formal Request for Proposal (End of narrative B002) <u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCHPERF COMPL		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div><div>REL CD</div><div>001</div></div> <div><div>QUANTITY</div><div>0</div></div> <div><div>DATE</div><div>TBD</div></div>				
0015	<div>LRIP I NAVY OPTIONS</div> <div>NOUN: LRIP I NAVY</div> <div>SECURITY CLASS: Unclassified</div>				
0015AA	<div>OPTION-LRIP I NAVY MISSILES</div> <div>NOUN: LRIP I NAVY MISSILES</div> <div>Firm-Fixed Price</div> <div>(End of narrative B001)</div> <div>Description/Specs./Work Statement</div> <div>PROCUREMENT DOCUMENTATION TITLE:</div> <div>STATEMENT OF WORK</div> <div>PROCUREMENT DOCUMENTATION LOCATION:</div> <div>ADDENDA: 01</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <div>DLVR SCH</div> <div>PERF COMPL</div> <div><div>REL CD</div><div>001</div></div> <div><div>QUANTITY</div><div>475</div></div> <div><div>DATE</div><div>TBD</div></div>	475	EA		\$
0015AB	<div>OPTION-LRIP I NAVY TEST MISSILES HARDWARE</div> <div>NOUN: LRIP I NAVY TEST HARDWARE</div> <div>Firm-Fixed Price</div> <div>(End of narrative B001)</div> <div>Description/Specs./Work Statement</div> <div>PROCUREMENT DOCUMENTATION TITLE:</div> <div>STATEMENT OF WORK</div> <div>PROCUREMENT DOCUMENTATION LOCATION:</div> <div>ADDENDA: 01</div>	67	EA		\$

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	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 67 TBD				
0016	<u>OPTIONS LRIP I NAVY LAUNCHER</u> NOUN: LRIP I LAUNCHER NAVY SECURITY CLASS: Unclassified				
0016AA	<u>OPTION LRIP I NAVY LAUNCHER MOD</u> NOUN: LRIP I NAVY LAUNCHER MOD M299 Firm-Fixed Price (End of narrative B001) <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 36 TBD	36	EA		\$ _____
0016AB	<u>OPTION LRIP I NAVY LAUNCHER MOD</u> NOUN: LRIP I NAVY MOD F/A-18E/F Firm-Fixed Price (End of narrative B001)	50	EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCHPERF COMPL REL CDQUANTITYDATE 00150TBD</p>				
0016AC	<p><u>OPTION NAVY LRIP I NEW LAUNCHERS</u></p> <p>NOUN: LRIP I NVY NEW LNCHR F/A-18E/F</p> <p>Firm-Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCHPERF COMPL REL CDQUANTITYDATE 00150TBD</p>	50	EA		\$
0016AD	<p><u>OPTION NAVY LRIP I NEW ROTARY WING LAUNCHERS</u></p> <p>NOUN: LRIP I NEW ROTARY WNG LNCHRS</p> <p>Firm-Fixed Price</p> <p>(End of narrative B001)</p> <p>Quantities to be determined prior to release of</p>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>formal Request for Proposal</p> <p style="text-align: center;">(End of narrative B002)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 TBD</p>				
0017	<p><u>OPTION LRIP I NAVY LOAD DRILL TRNR</u></p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 10 TBD</p>	10	EA		\$ _____
	<p>NOUN: LRIP I LOAD DRILL TRNR NAVY SECURITY CLASS: Unclassified</p> <p>Firm-Fixed Price</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 10 TBD</p>				
0018	<p><u>OPTION LRIP I NAVY CAPTIVE AIR TRNG</u></p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 35 TBD</p>	35	EA		\$ _____
	<p>NOUN: LRIP I CAPTIVE AIR TRNG MSL SECURITY CLASS: Unclassified</p> <p>Firm-Fixed Price</p> <p style="text-align: center;">(End of narrative B001)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 35 TBD</p> <p><u>OPTION LRIP I NAVY AIR TRNG MISSILES</u></p> <p>NOUN: LRIP I NAVY AIR TRNG MISSILES SECURITY CLASS: Unclassified</p> <p>Firm-Fixed Price</p> <p>(End of narrative B001)</p> <p>Quantities to be determined prior to release of formal Request for Proposal</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 TBD</p>		EA		\$ _____
0020	<p><u>OPTION API LRIP II ARMY</u></p> <p>NOUN: API FOR LRIP II ARMY SECURITY CLASS: Unclassified</p> <p>Firm-Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK</p>	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022AB	Firm-Fixed Price (End of narrative B001) <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 0 <u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCHPERF COMPL REL CDQUANTITYDATE 001495TBD				
	<u>OPTION LRIP II TEST MISSILES ARMY</u> NOUN: LRIP II TEST MISSILES ARMY Firm-Fixed Price (End of narrative B001) Quantities to be determined prior to release of formal Request for Proposal (End of narrative B002) <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01 <u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCHPERF COMPL REL CDQUANTITYDATE 0010TBD		EA		\$
0023	<u>OPTION LRIP II LAUNCHER MOD ARMY</u>	140	EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: LRIP II LAUNCHER MOD ARMY SECURITY CLASS: Unclassified</p> <p>Firm-Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 140 TBD</p>				
0024	<p><u>OPTION LRIP II NEW ROTARY WING LAUNCHER</u></p> <p>NOUN: LRIP II NEW ROTARY WING LNCHR SECURITY CLASS: Unclassified</p> <p>Firm-Fixed Price</p> <p>(End of narrative B001)</p> <p>Quantities to be determined prior to release of formal Request for Proposal</p> <p>(End of narrative B002)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	<div><div><div><div><div>Deliveries or Performance</div><div>DLVR SCH</div><div>REL CD</div><div>001</div></div><div><div>QUANTITY</div><div>0</div></div><div><div>PERF COMPL</div><div>DATE</div><div>TBD</div></div></div></div></div>	64	EA		\$_____
	<div><div><div><div>OPTION LRIP II LOAD DRILL TRNR ARMY</div><div>NOUN: LRIP II LOAD DRILL TRNR ARMY</div><div>SECURITY CLASS: Unclassified</div><div>Firm-Fixed Price</div><div>(End of narrative B001)</div><div>Description/Specs./Work Statement</div><div>PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK</div><div>PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</div><div>Inspection and Acceptance</div><div>INSPECTION: Destination</div><div>ACCEPTANCE: Destination</div><div>Deliveries or Performance</div><div>DLVR SCH</div><div>REL CD</div><div>001</div></div><div><div>QUANTITY</div><div>64</div></div><div><div>PERF COMPL</div><div>DATE</div><div>TBD</div></div></div></div>				
0026	<div><div><div><div>OPTION LRIP II CAPTV AIR TRNG MSL ARMY</div><div>NOUN: LRIP II CAPTIVE AIR TRNG ARMY</div><div>SECURITY CLASS: Unclassified</div><div>Firm-Fixed Price</div><div>(End of narrative B001)</div><div>Description/Specs./Work Statement</div><div>PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK</div><div>PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</div><div>Inspection and Acceptance</div></div></div></div>	1335	EA		\$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1,335 TBD				
	<u>OPTION LRIP II AIR TRNG MISSILE ARMY</u> NOUN: LRIP II AIR TRAINING MSL ARMY SECURITY CLASS: Unclassified Firm-Fixed Price (End of narrative B001) Quantities to be determined prior to release of formal Request for Proposal (End of narrative B002) <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 TBD		EA		\$ _____
0028	<u>OPTION LRIP II MISSILES NAVY</u> NOUN: LRIP II MISSILES NAVY SECURITY CLASS: Unclassified Firm-Fixed Price (End of narrative B001)		EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Quantities to be determined prior to release of formal Request for Proposal (End of narrative B002) <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01 <u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCHPERF COMPL REL CDQUANTITYDATE 0010TBD				
0029	<u>OPTIONS LRIP II NAVY LAUNCHER</u> NOUN: LRIP II LAUNCHERS NAVY SECURITY CLASS: Unclassified				
0029AA	<u>OPTION LRIP II LAUNCHER MOD M299</u> NOUN: LRIP II LAUNCHER MOD M299 Firm-Fixed Price (End of narrative B001) <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01 <u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCHPERF COMPL REL CDQUANTITYDATE 00195TBD	95	EA		\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029AB	<p><u>OPTION LRIP II LAUNCHER MOD F/A-18E/F</u></p> <p>NOUN: LRIP II LAUNCHER MOD F/A18E/F</p> <p>Firm-Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 95 TBD</p>	95	EA		\$ _____
0029AC	<p><u>OPTION LRIP II NEW LAUNCHER F/A-18E/F</u></p> <p>NOUN: LRIP II NEW LNCHR F/A18-E/F</p> <p>Firm-Fixed Price</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 23 TBD</p>	23	EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029AD	<div><div><div>OPTION LRIP II NEW ROTARY WING LAUNCHER NAVY</div><div>NOUN: LRIP II NEW ROTAR WING NAVY</div><div>Firm-Fixed Price</div><div>(End of narrative B001)</div><div>Quantities to be determined prior to release of formal Request for Proposal</div><div>(End of narrative B002)</div><div><div>Description/Specs./Work Statement</div><div>PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK</div><div>PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</div></div><div><div>Inspection and Acceptance</div><div>INSPECTION: Destination ACCEPTANCE: Destination</div></div><div><div>Deliveries or Performance</div><div><div>DLVR SCH</div><div>REL CD</div><div>001</div></div><div><div>PERF COMPL</div><div>QUANTITY</div><div>0</div></div><div><div></div><div>DATE</div><div>TBD</div></div></div></div></div>		EA		\$ _____
0030	<div><div><div>OPTION LRIP II LOAD DRILL TRNR NAVY</div><div>NOUN: LRIP II LOAD DRILL TRNR NAVY</div><div>SECURITY CLASS: Unclassified</div><div>Firm-Fixed Price</div><div>(End of narrative B001)</div><div><div>Description/Specs./Work Statement</div><div>PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK</div><div>PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</div></div><div><div>Inspection and Acceptance</div><div>INSPECTION: Destination ACCEPTANCE: Destination</div></div></div></div>	35	EA		\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	<u>Deliveries or Performance</u> DLVR SCH REL CD QUANTITY DATE 001 35 TBD				
	<u>OPTION LRIP II CAPTIVE AIR TRNG MSL NAVY</u>		EA		\$ _____
	NOUN: LRIP II CAPTIVE AIR TRNG MSL SECURITY CLASS: Unclassified				
	Firm-Fixed Price				
	(End of narrative B001)				
	Quantities to be determined prior to release of formal Request for Proposal				
	(End of narrative B002)				
	<u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01				
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u> DLVR SCH REL CD QUANTITY DATE 001 0 TBD				
0032	<u>OPTION LRIP II AIR TRAINING MSL NAVY</u>		EA		\$ _____
	NOUN: LRIP II AIR TRAINING MISSILE SECURITY CLASS: Unclassified				
	Firm-Fixed Price				
	(End of narrative B001)				
	Quantities to be determined prior to release of formal Request for Proposal				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B002)				
	<u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01				
	<u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination				
	<u>Deliveries or Performance</u> DLVR SCHPERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 0010TBD				
0033	<u>OPTION LRIP DATA REQUIREMENTS</u> NOUN: DATA ITEM REQUIREMENT LRIPS SECURITY CLASS: Unclassified	1	LO		\$** NSP **
	<u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: CONTRACT DATA REQUIRE PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: A				
	<u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination				
	<u>Deliveries or Performance</u> DLVR SCHPERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 0011TBD				

Name of Offeror or Contractor:

B-1 Contract Type, Cost and Fee

a. In consideration of the work described herein, the Government will pay to the contractor the cost thereof determined by the Contracting Officer to be allowable and subject to the provisions of the clauses entitled Allowable Cost and Payment and Incentive Fee in Section I, Contract Clauses, of this contract. The contract also contains an award fee arrangement. See Clause H-29 Award Fee Provisions.

b. The estimated cost and fee for this contract are as follows:

CLINs 0001 and 0002
Target Cost (Fee Base)
COM
Target Contract Cost
Target Fee
Maximum Award Fee
Total CPIF/AF

Contract incentive/award fee combined cannot exceed 15% of contract cost

Incentive Arrangement:

Maximum Incentive Fee 15 Percent
Minimum Incentive Fee 0 Percent

Share Ratio: Underrun: 50/50 for the amount by which the total allowable cost is less than the target cost up to the maximum fee amount

Overrun: 70/30 for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained

c. In addition to the incentive fee, this contract includes a provision for award fee (see Section H-29). The following represents the pertinent award fee amounts:

Award Fee Period	Time Frames	Award Fee Pool	Award Fee Earned
First	Award through 04 Apr 09	TBD	TBD
Second	05 Apr 09 through 04 Apr 10	TBD	TBD
Third	05 Apr 10 through 04 Apr 11	TBD	TBD
Fourth	05 Apr 11 through 04 Apr 12	TBD	TBD
Fifth	05 Apr 12 through 04 Apr 13	TBD	TBD

*** END OF NARRATIVE B0001 ***

B-2 Incremental Funding Schedule SDD

Subject to the availability of funds and except as otherwise provided herein, the Government plans to allot funds to the contract in accordance with the schedule set forth below for CLINs 0001 and 0002. This incremental funding schedule is provided for information purposes only and is subject to change.

Date of Obligation	Funding Period of Performance	Estimated Cost	Estimated FCCOM	Target Incentive Fee	Total
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*** END OF NARRATIVE B0002 ***

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
D-1 52.208-4700	REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM)	JUN/1997
If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.		

(End of Clause)

D-2 52.247-4700	BAR CODE MARKINGS (USAAMCOM)	JUN/2003
Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbology Specification - Code 39.		

(End of Clause)

D-2 PACKAGING:

PACKAGING FOR SHIPMENT SHALL BE IN ACCORDANCE WITH (IAW) CONTRACTOR GENERATED, AMCOM APPROVED, PACKAGING DOCUMENTATION. FOR SPARES PACKAGING, CONTRACTOR GENERATED/AMCOM APPROVED IS DEFINED AS: "PROTECTION REQUIRED TO MEET MODERATE WORLDWIDE SHIPMENT, HANDLING, AND STORAGE CONDITIONS. PACKAGING MUST BE CAPABLE OF PROTECTING MATERIAL NOT DIRECTLY EXPOSED TO EXTREMES OF CLIMATE, TERRAIN AND OPERATIONAL TRANSPORTATION ENVIRONMENTS. EXAMPLES OF CONTAINERS COULD INCLUDE, BUT ARE NOT LIMITED TO, DOMESTIC WOOD CRATES, WEATHER-RESISTANT FIBERBOARD CONTAINERS, FAST PACK CONTAINERS, WEATHER RESISTANT FIBER DRUMS, AND WEATHER-RESISTANT PAPER AND MULTI-WALL SHIPPING SACKS. PACKAGING, IN EFFECT, WILL PROTECT AN ITEM DURING SHIPMENT, HANDLING, INTERMEDIATE STORAGE AND DISTRIBUTION TO CONSIGNEES WORLDWIDE." THE CONTAINER SHALL BE "SHIPBOARD COMPATIBLE" NAVY SHIPBOARD SUITABILITY GUIDANCE OPNAV INSTRUCTION 8000.16A, DATED 01 JUNE 2001, AND TITLED: "NAVAL ORDNANCE MAINTENANCE MANAGEMENT PROGRAM (NOMMP)."

*** END OF NARRATIVE D0001 ***

D-3 MARKING:

MARKING OF MILITARY SUPPLIES AND EQUIPMENT FOR SHIPMENT AND STORAGE SHALL BE IAW MIL-STD-129 AND SPECIAL PACKAGING INSTRUCTIONS (SPI). MARKING FOR THE JOINT AIR TO GROUND MISSILE SYSTEM (JAGM) ROUND SHALL REFLECT THE FOLLOWING:

- A. OFFICIAL NOMENCLATURE
- B. LOADED CONTAINER PART NUMBER
- C. NATIONAL STOCK NUMBER
- D. DODIC
- E. MFR (CAGE CODE)
- F. SERIAL NUMBER
- G. LOT NUMBER

*** END OF NARRATIVE D0002 ***

D-4 PALLETIZATION:

TO THE MAXIMUM EXENT POSSIBLE, PALLETIZE JOINT AIR TO GROUND MISSILE SYSTEM HARDWARE AS FOLLOWS:

ROUND (ARMY)	9 PER STANDARD "TBD" X "TBD" WOODEN PALLET
ROUND (NAVY)	6 PER STANDARD "TBD" X "TBD" METAL PALLET

NOTE: "TBD" TO BE PROVIDED BY THE CONTRACTOR.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-07-R-0132 MOD/AMD	Page 29 of 86
Name of Offeror or Contractor:		

*** END OF NARRATIVE D0003 ***

D-5 ROUND PALLET:

LOT INTEGRITY SHALL BE MAINTAINED FOR EACH PALLET OF ROUNDS STORED AT CONTRACTOR'S FACILITY OR DELIVERED TO THE GOVERNMENT. NO PALLET SHALL CONTAIN MULTIPLE LOTS OF ROUNDS WITHOUT PRIOR GOVERNMENT APPROVAL.

*** END OF NARRATIVE D0004 ***

D-6 Missile Containers

In accordance with Section B, missiles and launchers shall be delivered in containers.

*** END OF NARRATIVE D0005 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-07-R-0132 MOD/AMD	Page 30 of 86
Name of Offeror or Contractor:		

SECTION E - INSPECTION AND ACCEPTANCE
NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-3	INSPECTION OF SUPPLIES-COST-REIMBURSEMENT	MAY/2001
E-2	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT-COST-REIMBURSEMENT	MAY/2001
E-3	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003

E-4 INSPECTION AND ACCEPTANCE (SDD)

A. GOVERNMENT INSPECTION AND ACCEPTANCE OF DATA, TRAINING COURSES, AND TECHNICAL PUBLICATIONS WILL BE AT DESTINATION.

B. WHERE DD250s ARE NOT REQUIRED, A CERTIFICATE OF COMPLETION (COC) SHALL BE PREPARED BY THE CONTRACTOR UPON SUCCESSFUL COMPLETION OF EACH ITEM FOR ACCEPTANCE BY THE GOVERNMENT. THE COC, SHOWING EVIDENCE OF GOVERNMENT ACCEPTANCE, WILL BE SUBMITTED WITH THE CONTRACTOR'S INVOICE.

*** END OF NARRATIVE E0001 ***

E-5 INSPECTION AND ACCEPTANCE (PRODUCTION)

A. HARDWARE:

(1) THE GOVERNMENT WILL NOT PERFORM INSPECTION AND ACCEPTANCE OF HARDWARE UNDER CLINs 0007, 0008, 0020, AND 0021. THE GOVERNMENT WILL ACCEPT AND TAKE DELIVERY OF HARDWARE UNDER THESE CLINs BY ACCEPTANCE OF THE LRIP END ITEMS INTO WHICH THE HARDWARE IS INCORPORATED.

(2) INSPECTION AND ACCEPTANCE OF LRIP LOT QUANTITIES OF MISSILES WITH CONTAINERS SHALL BE ACCEPTED AT ORIGIN BASED ON SUCCESSFUL COMPLETION OF QUALITY ASSURANCE LOT VERIFICATION TEST (QALVT) CONDUCTED AT REDSTONE ARSENAL, ALABAMA. QALVT TEST CONDITIONS SHALL BE WITHIN THE JAGM PERFORMANCE REQUIREMENTS OF MIS-PRF-54639V6. THE QALVT SAMPLE SIZE IS 11 MISSILES (INCLUDING 2 SPARES). THE LOT ACCEPTANCE/REJECTION CRITERIA IS DEFINED AS:

<u>CUMULATIVE NUMBER FAILURES</u>				
<u>SUBGROUP</u>	<u>SAMPLE SIZE</u>	<u>ACCEPT</u>	<u>CONTINUE</u>	<u>REJECT</u>
1	4	0	1	2
2	3	1	2	3
3	2	2	-	3

ACCEPTANCE OF THE LOT WILL INCLUDE ACCEPTANCE OF THE 11 QALVT TEST SAMPLE MISSILES.

B. INSPECTION AND ACCEPTANCE OF DATA CLIN 0033 SHALL BE AT DESTINATION.

*** END OF NARRATIVE E0002 ***

E-6 EVIDENCE OF SHIPMENT/RECEIPT - HARDWARE WEAPON SYSTEM

A. MATERIAL INSPECTION AND RECEIVING REPORT, DD FORM 250, SHALL BE PREPARED AND DISTRIBUTED IAW DOD FAR SUPPLEMENT APPENDIX F AND DFARS CLAUSE 252.246-7000. COPIES FOR THE PURCHASING OFFICER SHALL BE SENT TO:

COMMANDER
U.S. ARMY AVIATION AND MISSILE COMMAND
ATTN: AMSAM-AC-TM-H/Mr. Arthur Terry L. Neal
REDSTONE ARSENAL, AL 35898-5280

B. FOR CLINs 0009, 0010, 0011, 0012, 0013, 0014, 0022, 0023, 0024, 0025, 0026, and 0027, COPIES FOR THE INVENTORY CONTROL MANAGER SHALL BE SENT TO:

COMMANDER
U.S. ARMY AVIATION AND MISSILE COMMAND
ATTN: AMSAM-MMC

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 31 of 86
	PIIN/SIIN W31P4Q-07-R-0132	MOD/AMD	

Name of Offeror or Contractor:

REDSTONE ARSENAL, AL 35898-5280

C. FOR CLINs 0015, 0016, 0017, 0018, 0019, 0028, 0029, 0030, 0031, AND 0032, COPIES SHALL BE SENT TO THE FOLLOWING:

COMMANDER
NAVAL AIR WARFARE CENTER WEAPON DIVISION
CODE 313000E (ATTN: R. MOORE)
5751 AVENUE SUITE 1
POINT MUGU, CA 93042-5049

D. ONE COPY OF EACH DD 250 SHALL BE SENT TO:

Joint Attack Munitions Systems
ATTN: SFAE-MSLS-JAMS-B-AM
5250 MARTIN ROAD
REDSTONE ARSENAL, AL 35898-8000

E. THE CONTRACTOR SHALL INCLUDE IN THE PREPARATION OF THE DD FORM 250, IN BLOCK 16, THE APPLICABLE ARMY PART NUMBER (APN), NATIONAL STOCK NUMBER (NSN), OR MANUFACTURER'S PART NUMBER. SERIAL NUMBERS SHALL BE INCLUDED IN PREPARATION OF DD FORM 250 FOR SHIPMENT OF MAJOR ITEMS.

*** END OF NARRATIVE E0003 ***

E-7 ACCOUNTABILITY/VISIBILITY OF CATEGORY I MISSILES

A. NOTIFICATION OF ACCEPTANCE. UPON SIGNATURE OF DD 250s OF JAGM MISSILES, THE CONTRACTOR SHALL IMMEDIATELY PROVIDE A COPY OF THE DD 250 TO FACSIMILE 256-842-2521 or MAIL TO OFFICE SYMBOL SFAE-MSLS-JAMS. WHEN FAXING, VERIFICATION OF RECEIPT IS REQUIRED BY CALLING 256-313-1606 OR 256-842-7897 .

B. REPORT OF SHIPMENT. 24 HOURS PRIOR TO SHIPMENT OF ANY JAGM MISSILES (GOVERNMENT OR CONTRACTOR OWNED), THE CONTRACTOR SHALL PROVIDE REPORT OF THE SHIPMENT (TO INCLUDE DD 250 OR DD 1149 IF APPLICABLE) TO FACSIMILE 256-842-2521 or MAIL TO OFFICE SYMBOL SFAE-MSLS-JAMS . WHEN FAXING, VERIFICATION OF RECEIPT IS REQUIRED BY CALLING 256-876-1155 OR 256-876-8475.

C. A COPY OF ALL DD250s SHALL BE PROVIDED TO THE PROCURING OFFICE AT FACSIMILE 256-955-6328, at AMSAM-AC-TM-H.

*** END OF NARRATIVE E0004 ***

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I	APR/1984
F-3	Performance System Development and Demonstration (SDD)		

The period of performance for the SDD program is 60 months after contract award.

*** END OF NARRATIVE F0001 ***

F-4 Deliverables Data

Data shall be prepared and delivered in accordance with the DD 1423s at Exhibit A and the System Design Notebook at Exhibit B.

*** END OF NARRATIVE F0002 ***

F-5 SDD Test Hardware and Software

SDD Test Hardware and Software shall be delivered in accordance with Attachments 03, Hardware and Software Deliverables, and 04 Test Program and Quantities.

*** END OF NARRATIVE F0003 ***

F-6 Delivery Requirements Low Rate Initial Production (LRIP) Option

The following represents the delivery requirements for LRIP Options by Contract Line Item Number. When the options are exercised, Section B of the contract will specify the delivery schedule.

LRIP I

Army

0009 Msl	Delivery period shall start 6 months after option exercise and end 18 months after option exercise
0010 Lchr Mod	Deliver 12 months after option exercise
0011 Alt Lchr	Deliver 12 months after option exercise
0012 LDT	Deliver 8 months after option exercise
0013 CATM	Deliver 8 months after option exercise
0014 ATM	Deliver 8 months after option exercise

Navy

0015 Msl	Delivery period shall start 6 months after option exercise and end 18 months after option exercise
0016AA Mod M299	Deliver 12 months after option exercise
0016AB Mod F-18	Deliver 12 months after option exercise
0016AC Lchr F-18	Deliver 12 months after option exercise
0016AD Alt Lchr	Deliver 12 months after option exercise
0017 LDT	Deliver 8 months after option exercise
0018 CATM	Deliver 8 months after option exercise
0019 ATM	Deliver 8 months after option exercise

LRIP II

Army

0022 Msl	Delivery period shall start 6 months after option exercise and end
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Name of Offeror or Contractor:

	18 months after option exercise
0023 Lchr Mod	Deliver 12 months after option exercise
0024 Alt Lchr	Deliver 12 months after option exercise
0025 LDT	Deliver 8 months after option exercise
0026 CATM	Deliver 8 months after option exercise
0027 ATM	Deliver 8 months after option exercise

Navy

0028 Msl	Delivery period shall start 6 months after option exercise and end 18 months after option exercise
0029AA Mod M299	Deliver 12 months after option exercise
0029AB Mod F-18	Deliver 12 months after option exercise
0029AC Lchr F-18	Deliver 12 months after option exercise
0029AD Alt Lchr	Deliver 12 months after option exercise
0030 LDT	Deliver 8 months after option exercise
0031 CATM	Deliver 8 months after option exercise
0032 ATM	Deliver 8 months after option exercise

*** END OF NARRATIVE F0004 ***

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SECTION G - CONTRACT ADMINISTRATION DATA
G-X Invoice Preparation

The contractor shall ensure that all invoices are prepared at the Subcontract Line Item Number (SLIN) level and shall specify the SLIN on all invoices and vouchers that are submitted for payment. The paying office shall ensure that all invoices and vouchers are disursed as indicated on the invoice or voucher.

*** END OF NARRATIVE G0001 ***

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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H-1	52.242-4702	TECHNICAL LIAISON AND SURVEILLANCE CLAUSE (USAAMCOM)	JUN/1997
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Performance by the Contractor of the technical aspects of this contract shall be under the cognizance of the Joint Attack Munition Systems Project Office. All technical liaison with and technical surveillance of the contractor, within the scope of this contract, will be furnished by the JAMS Project Manager, or his authorized representative. Communication of technical matters pertaining to this contract shall be directly between the Contractor and the U.S. Army Aviation and Missile Command, ATTN: JAMS Project Office, SFAE-MSLS-JAMS-M, Redstone Arsenal, AL, 35898-5000 and Commander, Naval Air Warfare Center Weapon Division, Code 313000E, 5751 Avenue Suite 1, Point Mugu, CA 93042-5049, with a copy of such correspondence to the ACO and PCO and SFAE-MSLS-JAMS-B-AM.

The above clause is governed by the following:

No change in the scope or within the scope of this contract which would effect a change in any term or provision of this contract shall be made except by a modification executed by the Contracting Officer. The Contractor is responsible to insure that all contractor personnel are knowledgeable and cognizant of this contract provision. Changes to contract effort accepted and performed by contractor personnel outside of the contract without specific authorization of the Contracting Officer shall be the responsibility of the Contractor.

(End of Clause)

H-2	252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
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(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

(End of clause)

H-3	52.204-4706	PROTECTION AND HANDLING OF FOR OFFICIAL USE ONLY INFORMATION (USAAMCOM)	JUN/1997
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Information and/or material identified 'For Official Use Only' (FOUO) shall be protected and handled in accordance with the following:

a. DEFINITION. Information that has not been given a security classification pursuant to the criteria of an Executive Order, but which may be withheld from the public for one or more reasons cited in Freedom of Information Act (FOIA) Exemptions 2 through 9 shall be considered as being For Official Use Only. No other material shall be considered or marked 'For Official Use Only' (FOUO). FOUO is not authorized as a form of classification to protect national security interests.

b. SAFEGUARDING FOUO INFORMATION.

(1) During Duty Hours: During normal working hours information determined to be FOUO shall be placed in an out-of-sight location if visitors, casual traffic and other nongovernment/noncontractor personnel have access to the work area.

(2) During Nonduty Hours: At the close of business, FOUO records shall be stored so as to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, etc., is adequate when normal U.S. Government or government/contractor internal building security is provided during nonduty hours. When such internal security control is not exercised, locked buildings or rooms normally provide adequate after-hours protection. If such protection is not considered adequate, FOUO material shall be stored in locked receptacles such as file cabinets, desks or bookcases.

(3) Internet files or emails and email with attachments that contains FOUO information will be protected for storage and transmission purposes. Rationale: Provision of added security to unclassified information withheld from public disclosure.

c. TRANSMISSION OF FOUO INFORMATION. FOUO information will be transported in a manner that precludes disclosure of its contents. When not commingled with classified information, FOUO information may be sent via first-class mail or parcel post. Bulky shipments that otherwise qualify under postal regulations may be sent fourth-class mail. Transmittal documents will call attention to the presence of FOUO attachments.

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d. TERMINATION, DISPOSAL AND UNAUTHORIZED DISCLOSURES.

(1) Termination: The originator or other competent authority, e.g., initial denial and appellate authorities, shall terminate 'For Official Use Only' markings or status when circumstances indicate that the information no longer requires protection from public disclosure. When FOUO status is terminated, all known holders shall be notified, to the extent practical. Upon notification, holders shall efface or remove the 'For Official Use Only' markings, but records in file or storage need not be retrieved solely for that purpose.

(2) Disposal: FOUO materials may be destroyed by tearing each copy into pieces to preclude reconstruction, and placing them in regular trash containers. When local circumstances or experience indicates that this destruction method is not sufficiently protective of FOUO information, local authorities may direct other methods but must give due consideration to the additional expense balanced against the degree of sensitivity of the type of FOUO information contained in the records.

(3) Unauthorized Disclosure: The unauthorized disclosure of FOUO information does not constitute an unauthorized disclosure of DOD information classified for security purposes. Appropriate administrative action should be taken, however, to fix responsibility for unauthorized disclosure whenever feasible, and appropriate disciplinary action should be taken against those responsible. The DOD component that originated the FOUO information shall be informed of its unauthorized disclosure.

(End of Clause)

H-4	52.243-4000	ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION, REQUEST FOR WAIVER, ENG RELEASE RECORDS, NOTICE OF REVISION, & SPECIFICATION CHG NOTICE PREPARATION & SUBMISSION INSTRUCTIONS	JUN/2005
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1. Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Request for Waivers (RFWs), collectively referred to as "proposals", shall be prepared, submitted and distributed in accordance with paragraphs 2, 3 and 4 below except as specified in paragraph 5 below.

2. Format.

a. Class I ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.

b. Long Form Procedure: Class I changes to the CI require that AMSAM-RD Form 523, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.

c. Short Form Procedure: ECPs and VECPs, which meet the requirements of Class II ECPs, shall be prepared using AMSAM-RD Form 523 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Contract Management Office (CMO) will enter the appropriate data in Block 5 "Class of ECP", Block 6 "Justification Codes", and Block 7 "Priority."

d. The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved a RFD. RFDs shall be prepared using AMSAM-RD Form 527 or AMSRD-AMR Form 530 (Type I, see block 5 on the form).

e. The Contractor shall not submit items for acceptance by the Government that include a known departure from the requirements, unless the Government has approved a RFW. RFWs shall be prepared using AMSAM-RD Form 527) or AMSRD-AMR Form 530 (Type II, see block 5 on the form).

f. Each ECP, RFD or RFW shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFD/RFW proposal.

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g. Classification of RFDs/RFWs.

(1) Major RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as major when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.

(2) Critical RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as critical when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.

(3) Minor RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as minor when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs g(1) or g(2), or when there is a departure from a requirement classified as minor in the contractual documentation.

h. Proposals shall include sufficient technical data to describe all changes from existing contract requirements.

i. Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.

j. Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.

k. Times allowed for technical decisions for ECP and RFD/RFW proposals will be worked out via mutual agreement between the Contractor and the Government.

l. The Contractor shall submit, concurrent with the ECP, a separate AMSAM-RD Form 525, "Specification Change Notice" (SCN), for each specification that would require revision if the ECP were approved.

m. Proposals for VECs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount.

n. The Contractor shall utilize AMSAM-RD Form 526, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

o. The Contractor shall utilize AMSAM-RD Form 524, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using sub-sections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

3. Submittal. The Contractor shall submit two (2) copies of each proposal to the responsible Administrative Contracting Officer (ACO). One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the ACO, stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECs, RFWs or RFDs will be submitted to the PCO for resolution. Submittals may be made by electronic means by scanning the appropriate completed forms into a computer or preparing the forms electronically.

4. Distribution.

a. Electronic Distribution. The preferred method of distribution is through the Internet E-mail System to the PCO. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the AMCOM Acquisition Center Website (<https://wwwproc.redstone.army.mil/acquisition>) by clicking on "Forms/Checksheets." The forms are in both "Adobe Acrobat" and "Form Flow" formats. In order to access and use the forms, the user must have the "Adobe Acrobat" or "Form Flow" software installed on their computer. Drawings may be scanned into the computer and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the PCO. Contractors who do not have access to the AMCOM Acquisition Center Website will need to contact the PCO, the appropriate Project Office Configuration Management Office, or the Technical Data Management Division (AMSRD-AMR-SE-TD) to have the forms sent to their facility.

b. Hard Copy Distribution of Class I or II ECPs and RFD/RFWs. For each Class I or II ECP, or each RFD/RFW that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any type of change proposal that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation pertaining to the proposed engineering change action to the PCO. Assistance in preparing any of these proposals may be obtained from the ACO or AMCOM Change Control Point at:

Aviation and Missile Research, Development, and Engineering Center

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Name of Offeror or Contractor:

ATTN: AMSRD-AMR-SE-TD-CM
 Redstone Arsenal, Al 35898-5000
 Telephone: 256-876-1335

c. Hard Copy Distribution of VECs. For each VEC that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any VEC that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation to the PCO. The Contractor shall also submit one copy of the VEC to the Value Engineering Program Manager (VEPM) whose address is below. Assistance in preparing VECs may be obtained from the VEPM.

Aviation and Missile Research, Development, and Engineering Center
 ATTN: AMSRD-AMR-SE-IO-VE
 Redstone Arsenal, Al 35898-5000
 Telephone: 256-876-8163

5. Alternate Format, Submittal or Distribution Process. Proposals may be prepared in a different format, submitted using a different submittal process or distributed in a different manner than specified in paragraphs 2, 3 and 4 above, so long as the alternate approach is in accordance with a Government approved configuration management plan governed by this contract or the PCO authorizes the alternate format, submittal, or distribution process.
6. Government Acceptance. Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract unless the PCO authorizes another method of acceptance. The Government will notify the Contractor in writing if a proposal is determined to be unacceptable.

(End of clause)

H-5 ACCESS BY VISITORS TO JOINT ATTACK MUNITIONS INFORMATION - APPLICABLE TO ALL CLINS

THE JOINT ATTACK MUNITIONS PROJECT OFFICE APPROVAL IS REQUIRED PRIOR TO DISCUSSION OF THE JOINT AIR TO GROUND MISSILE (JAGM) SDD PROGRAM WITH VISITORS OR REPRESENTATIVES OF ANY OTHER AGENCY. ANY VISITORS TO THE CONTRACTOR'S FACILITIES SHALL NOT BE GRANTED ACCESS TO THE DATA UNLESS THEY MEET THE REQUIREMENTS OF "NEED TO KNOW" ESTABLISHED BY GOVERNMENT SECURITY REGULATIONS. FOR THE PURPOSE OF THIS PROVISION, THE TERM "VISITOR" OR "REPRESENTATIVE OF ANY OTHER AGENCY" SHALL NOT INCLUDE THOSE GOVERNMENT REPRESENTATIVES WHOSE NORMAL DUTIES REQUIRE PLANNED VISITATION ON JAGM MATTERS, SUCH AS THE PM, JAGM NAVY PERSONNEL, ACO, PCO, THE RESIDENT AUDITOR, OR THEIR AUTHORIZED REPRESENTATIVES; NOR SHALL IT INCLUDE REPRESENTATIVES OF THE CONTRACTOR'S VENDORS OR SUBCONTRACTORS. THIS PROVISION IS NOT INTENDED TO SUPERSEDE OR CONFLICT IN ANY MANNER WITH THE DEFENSE SECURITY MANUAL.

*** END OF NARRATIVE H0001 ***

H-6 Reserved

*** END OF NARRATIVE H0002 ***

H-7 SUBCONTRACTOR MANAGEMENT

THE GOVERNMENT SHALL HAVE THE RIGHT TO ATTEND SCHEDULED SUBCONTRACTOR REVIEWS. THE CONTRACTOR SHALL COORDINATE REVIEWS WITH THE JOINT ATTACK MUNITIONS SYSTEMS PROJECT OFFICE AT LEAST 10 WORKING DAYS PRIOR TO EACH REVIEW.

*** END OF NARRATIVE H0003 ***

H-8 Reserved

*** END OF NARRATIVE H0004 ***

H-9 SECURITY

SECURITY CLEARANCES AND IDENTIFICATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY SECURITY CLEARANCES AND IDENTIFICATION FOR CONTRACTOR PERSONNEL. CONTRACTOR PERSONNEL SHALL POSSESS THE LEVEL OF CLEARANCE REQUIRED BY THE SOW AND DD FORM 254.

*** END OF NARRATIVE H0005 ***

H-10 FLOWDOWN OF REQUIREMENTS

THE CONTRACTOR SHALL FLOWDOWN TO SUBCONTRACTORS ALL APPROPRIATE REQUIREMENTS OF THE PERFORMANCE SPECIFICATION.

*** END OF NARRATIVE H0006 ***

H-11 PARTNERING

THE CONTRACTOR SHALL CONSIDER PARTNERING WITH GOVERNMENT/PUBLIC DEPOTS TO OPTIMIZE CUSTOMER SUPPORT AND ACHIEVE MAXIMUM WEAPON SYSTEM AVAILABILITY AT THE LOWEST TOTAL OWNERSHIP COST (TOC). THIS CONSIDERATION SHALL PROVIDE AND MAKE ALLOWANCES FOR UTILIZATION OF AVAILABLE/EXISTING GOVERNMENT RESOURCES; i.e., BUSINESS PROCESSES AND PRACTICES, PERSONNEL, SKILLS, HARDWARE, EQUIPMENT, PROPERTIES AND FACILITIES. METHODOLOGIES FOR ACCOMPLISHING IMPLEMENTATION PLANS AND ANTICIPATED COST BENEFITS SHOULD ALSO BE INCLUDED.

*** END OF NARRATIVE H0007 ***

H-12 REVIEW OF PRESENTATION MATERIAL FOR PROGRAM REVIEWS AND MEETINGS

ALL CLASSIFIED INFORMATION AND MATERIALS CONTROLLED BY A U.S. GOVERNMENT AGENCY OTHER THAN THE JOINT ATTACK MUNITIONS SYSTEMS PROJECT OFFICE (JAMS), WHICH ARE PLANNED FOR PRESENTATION DURING MEETINGS WHERE FOREIGN NATIONALS ARE PRESENT, SHALL BE SUBMITTED TO THE JAMS PROJECT OFFICE FOR APPROVAL. THE MATERIAL SHALL BE SUBMITTED 30 DAYS PRIOR TO THE PLANNED MEETING. DRAFT COPIES ARE ACCEPTABLE.

*** END OF NARRATIVE H0008 ***

H-13 Exercise of Options

A. The Government may, at its discretion, unilaterally exercise the options contained in CLINs 0007 through 0032 within the exercise periods established below (Months After Contract Award MACA) or as otherwise stated.

CLIN	TITLE	MACA Exercise Period
0007	API for LRIP I - Army	*
0008	API for LRIP I - Navy	*
0009	LRIP I - Army	
0009AA	LRIP I Missiles - Army	**
0009AB	Test Missiles - Army	**
0010	LRIP I Launcher Modification - Army	**
0011	LRIP I Alternate Launcher - Army	**
0012	LRIP I Load Drill Trainer - Army	**
0013	LRIP I Captive Air Training Missiles - Army	**
0014	LRIP I ATM - Army	**
0015	LRIP I - Navy	
0015AA	LRIP I Missiles - Navy	**
0015AB	Test Hardware - Navy	**
0016	LRIP I Launcher - Navy	
0016AA	LRIP I Launcher - Navy	**
0016AB	LRIP I Launcher Mod - M299	**
0016AC	LRIP I Launcher Mod - F/A-18E/F	**
0016AD	LRIP I Launcher - F/A-18E/F	**
0016AE	LRIP I Alternate Launcher - Navy	**
0017	LRIP I Load Drill Trainer - Navy	**
0018	LRIP I Captive Air Training Missiles - Navy	**
0019	LRIP I ATM - Navy	**
0020	API LRIP II - Army	NLT 12 months after exercise of CLIN 0009
0021	API LRIP II - Navy	NLT 12 months after exercise of CLIN 0015

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0022	LRIP II - Army	***
0022AA	LRIP II Missile - Army	***
0022AB	LRIP II Test Missiles - Army	***
0023	LRIP II Launcher Modification - Army	***
0024	LRIP II Alternate Launcher	***
0025	LRIP II Load Drill Trainer - Army	***
0026	LRIP II Captive Air Training Missiles - Army	***
0027	LRIP II ATM - Army	***
0028	LRIP II Missile - Navy	***
0029	LRIP II Launcher - Navy	***
0029AA	LRIP II Launcher Mod - M299 - Navy	***
0029AB	LRIP II Launcher Mod - F/A-18E/F - Navy	***
0029AC	LRIP II Launcher - F/A-18E/F - Navy	***
0029AD	LRIP II Alternate Launcher	***
0030	LRIP II Load Drill Trainer - Navy	***
0031	LRIP II Captive Air Training Missiles - Navy	***
0032	LRIP II ATM - Navy	***
0033	Data Items for LRIP line items	Concurrent with LRIPs

* Not later than 6 months after start of PPT system environmental qualification

** Exercise within 6 months after Milestone C Approval

***Exercise within 12 months after exercise of CLIN 0016 and/or 0017

B. The LRIP Options will be exercised sequentially. LRIP II will only be exercised if LRIP I is exercised.

C. The Army LRIP I Option at CLIN 0009 may be exercised only if CLIN 0007 is exercised. The Options at CLINs 0010, 0011, 0012, 0013 and 0014 may be exercised only if CLIN 0009 is exercised.

D. The Navy LRIP I Option at CLIN 0015 may be exercised only if CLIN 0008 is exercised. The Options at CLINs 0016, 0017, 0018, and 0019 may be exercised only if CLIN 0015 is exercised.

E. The Army LRIP II Option at CLIN 0022 may be exercised only if CLIN 0020 is exercised. The Options at CLINs 0023, 0024, 0025, 0026, and 0027 may be exercised only if CLIN 0022 is exercised.

F. The Navy LRIP II Option at CLIN 0028 may be exercised only if CLIN 0021 is exercised. The Options at CLINs 0029, 0030, 0031, and 0032, may be exercised only if CLIN 0028 is exercised.

*** END OF NARRATIVE H0009 ***

H-14 Contractor Employee Flight Risk

a. Contractor employees may be required to participate in aerial flight in non-aviator/non-crewmember status aboard Army or Navy aircraft.

b. Contractor personnel are to fly in support of test programs at Government expense.

*** END OF NARRATIVE H0011 ***

H-15 Support Contractors

The Government may require contract support to perform analyses of proposals in support of the overall proposal evaluation process. Such support will be provided by the following contractors if required. Each of these companies will be required to execute appropriate non-disclosure agreements with offerors prior to being provided access to any proposal data. Copies of the non-disclosure agreements shall be provided to the Contracting Officer no later than the closing date of this solicitation. Points of contact are provided to facilitate obtaining the non-disclosure statements.

<u>Support Contractor</u>	<u>Points of Contact</u>	<u>Telephone</u>
PHYSITRON	Vonna Reynolds	256-534-4844 ext 121
Summit Research Corporation	Julie Harbin	256-837-0432
Torch Technologies, Inc.	Kenneth Lones	256-319-6019
Digital Fusion Solutions, Inc.	Judy Staggs	256-837-0432 ext 104

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Gleason Research Associates	Robin DiFranco	256-883-7000
System Dynamics, Inc.	Pat Taylor	256-985-7125
Navigation Technologies Assc., Inc.	Charles Osborn	256-313-1732
Davidson Technologies	Robert Duncan	256-922-0720 ext 3174
BCF Solutions, Inc	Chand Gupta	256-817-9490
Morgan Research Corporation	Debbie Gentry	256-533-3233 ext 102
COLSA	John Wigington	256-964-5269
System Studies & Simulation	William Knox	256-876-9190
University of Alabama, Huntsville	Gloria Green	256-824-2657
Dynetics	C. Michael Stebbins	256-713-5408
SAIC	Carine Rameriz	256-971-6632
Aero-Thermal Technologies	Allen Spencer	256-922-1141
Intuitive Research & Technology Corp	Harold R. Brewer	256-922-9300 ext 12
Radiance Technologies	Victor D. Balch	256-489-8966
Media Idea	Jeanna Reitmeier	256-880-9857
Alternate:	Cathy Hill	256-313-8138

*** END OF NARRATIVE H0012 ***

H-16 Technical Data and Computer Software Baseline

A. The purpose of this section is to simplify or eliminate the need for the Government to challenge any claim that the contractor might make the deliverable technical data may be submitted with limited rights or computer software submitted with restricted rights. This is accomplished by requiring the contractor to submit baseline documentation for the designs of the related items, components, processes, or compute software (ICPS). The baseline documentation submitted under this section shall consist of drawings, specifications, engineering notes, sketches, version description documents, source code listings, software test plan, software test procedures, software test report, and humanly readable source code, all of the which are in sufficient detail to serve as technical identification to be sued as a basis for determining the degree of changes made to ICPs designs during the course of the contract. For the purpose of this section, the term contractor means the prime contractor and all subcontractors at any tier.

B. The contractor shall furnish, not later than 90 days after contract award, the baseline documentation existing at the time of contract award upon which the contractor intends to rely to substantiate claims for limited rights or restricted rights in technical data or software related to the contract.

C. For ICPs which the contractor selects for the system after contract award, the contractor shall furnish, not later than 45 days after adoption, baseline technical data existing at the time of adoption upon which the contractor will rely to substantiate claims for limited rights in data or restricted rights in software related to the contract.

D. Failure of the contractor to provide baseline documentation under either paragraphs B or C above shall establish a presumption that the delivered ICPS is developed under the contract resulting from this request for proposal.

E. This section does not apply to items or components that are commercially available from more than one source or to commercially available software.

F. Acknowledgement of the contractors claim to limited rights or restricted rights does not constitute agreement by the Government of the Government of the appropriateness of the claim. The rights of the parties with regard to this issue are set forth in the clauses, DFARS 252.227-7013, Rights in Technical Noncommercial Items (Nov 95) and DFARS 252.227-7014, Rights in Non-commercial Computer Software and Non-commercial Computer Software Documentation (Jun 95).

G. The provisions of this section shall be included in all subcontracts at all tiers.

*** END OF NARRATIVE H0013 ***

H-17 VISITS TO SUBCONTRACTOR FACILITIES

The Procuring Contracting Officer (PCO) and other Government personnel designated by the PCO may visit the facilities of any subcontractor providing hardware or services under the contract, as deemed necessary by the Government. The Contractor shall support any such visit by furnishing appropriate personnel to accompany the Government personnel on such visits, as required and requested by the PCO. The Contractor and its subcontractors shall not construe any advice or comments by these Government personnel as Government-directed changes to the terms of the contract. The PCO is the only individual who is authorized to direct or approve any change to the terms of this contract, and any such change shall be accomplished by issuing a modification to the contract. The Contractor shall ensure that the requirements of this clause are flowed down

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to its subcontractors at all tiers.

*** END OF NARRATIVE H0014 ***

H-18 Implementation of Engineering Changes of Small Dollar Value

If the estimated price or cost adjustment for implementation of an Engineering Change into the contract increases or decreases the total contract amount by \$25,000 or less, the Engineering Change, when approved, shall be incorporated into the contract with no adjustment to the total contract amount.

This clause does not apply to an Engineering Change that has an aggregate of increases or decreases in excess of \$25,000.

*** END OF NARRATIVE H0015 ***

H-19 Incorporation of Plans and Approaches

The parties agree that within 60 days after contract award, in accordance with Section L of this solicitation, the Government may incorporate any and all proposed portions of the plans and approaches at no additional cost or price.

*** END OF NARRATIVE H0016 ***

H-20 Impact of Government IPT Participation

Under the Government/Contractor IPT concept, government personnel will frequently interface with contractor/subcontractor team members during contract performance. Government IPT members will offer advice, facilitate rapid government feedback and review of IPT products, provide clarification, and review contractor/subcontractor progress; however, the responsibility and accountability for successfully accomplishing the requirements of this contract remain solely with the contractor. The contractor shall not construe such advice, feedback, reviews, or clarifications by the Government IPT members as government-directed changes to the terms of the contract. The Procuring Contracting Officer is the only individual who is authorized to direct or approve any change to the terms of the contract.

*** END OF NARRATIVE H0017 ***

H-21 Key Personnel

The contractor agrees that during the first 24 months of the contract period, no key personnel substitutions shall be made without obtaining prior government approval. Key personnel shall be identified in the contractor's proposal.

*** END OF NARRATIVE H0018 ***

H-22 Severability to Deliverable Technical Data

The contractor is not to mix deliverable technical data qualifying for, and marked with, limited rights legends with form, fit, or function data. This is because the Government intends to use form, fit, and function technical data as well as other unlimited rights technical data to competitively procure and maintain the JAGM system. Paragraph (b)(1)(iv) of DFARS 252.227-7013, Rights In Technical Data Non-Commercial Items (Nov 95), requires that the Government have unlimited rights in form, fit, and function technical data even if it pertains to an item, component, or process developed entirely at private expense.

*** END OF NARRATIVE H0019 ***

H-23 Contract Type

The resulting contract may contain multiple contract type line items. The FAR and DFARS clauses are applicable to each contract type in accordance with the applicable FAR and DFARS prescriptions. In the event of disagreement on applicability of a clause or a particular line item type, the decision of the Contracting Officer shall be final.

*** END OF NARRATIVE H0020 ***

H-24 Foreign Participation

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The JAGM SDD program will require a development effort in certain critical technologies/data that are not releasable to foreign firms. To participate in the JAGM program, a foreign firm will be required to team with a U.S. firm who possesses a U.S. facility clearance with technologies / data safeguarding capabilities, inclusive of the authority to receive critical technology and / or data required to execute a JAGM program and subsequent product improvements. Any/ all contractor teaming or license agreements between U.S. firms and foreign firms, to include employment of foreign nationals by U.S. firms, shall be in accordance with current U.S. export laws, security requirements, and National Disclosure Policy and shall require the prior approval of the contracting officer and foreign disclosure officer. The U.S. Government will provide foreign disclosure guidance to the U.S. firms, upon request.

*** END OF NARRATIVE H0021 ***

H-25 Export Control Warning - DD Forms 1423

All technical documents that are determined to contain export-controlled technical data shall be marked "WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec 2751, et seq.). or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25." When it is technically infeasible to use the entire statement, an abbreviated marking may be used, and a copy of the full statement added to the "Notice To Accompany Release of Export-Controlled Data" required by DoD Directive 5230.25. Rationale: Verbatim excerpt from Department of Defense Directive 5230.24, Distribution Statements on Technical Documents.

*** END OF NARRATIVE H0022 ***

H-26 Data Accession List

The contractor shall prepare a Data Accession List (DAL) in accordance with DI-MGMT-81453 (CDRL ____). The contractor shall provide a copy of any data listed in the DAL upon notification from the Government Procuring Contracting Officer (PCO). The contractor shall provide the data in the media and within the timeframe specified by the PCO.

*** END OF NARRATIVE H0023 ***

H-27 Department of Defense Charge Policy for Defense Contractors at Major Range and Test Facility Base Installations

The contractor is authorized to obtain test support and services from major range and test facility base installations at the same rate as other DoD organizations when contracting directly with government test agencies. This requirement shall be flowed down to all tier subcontractors as applicable.

*** END OF NARRATIVE H0024 ***

H-28 Established Fee and Profit Ceilings

1. The successful offeror has agreed to a pre-established fee and profit ceilings for all new contract actions that: (a) occur during SD&D; (b) may affect unexercised LRIP options; and, (c) any exercised LRIP options. The established fee and profit ceilings and their applicable terms and conditions are consistent with the proposed fee and profits bid under the accepted proposal.
2. In the event that a Cost Plus Fixed Fee (CPFF) contract action is required, the pre-established maximum fee ceiling percentage is: _____. (Offeror will propose).
3. The fee or profit ceilings established herein do not exceed the following statutory limitations, imposed by 10 U.S.C. 2306(d) and 41 U.S.C. 254(b), which are identified under FAR Part 15.404-4 Profit, subparagraph (c) (4)(i).
4. The terms and conditions identified herein meet the intent defined under FAR part 15.404.4 and DFARS 215.404-4.

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*** END OF NARRATIVE H0025 ***

H-29 Award Fee Provision

To be established

*** END OF NARRATIVE H0026 ***

H-30 Schedule of Insurance

The contractor shall maintain the following insurance, as a minimum, in accordance with the requirement of clauses entitled, "Insurance - Liability to Third Persons, " FAR 52.228-7, and "Insurance - Work on Government Installation," FAR 52.228-5. An approved program of self-insurance in accordance with the provisions of FAR 28.308 may be substituted for any of the types of insurance specified below for FAR 52.228-7 only.

A. Workman's Compensation and Employer's and Employer's Liability Insurance: Compliance with applicable Federal and State Workers Compensation and Occupational Disease statutes is required. Employer's liability coverage in the amount of \$100,000 per occurrence. The period of coverage is from contract award through contract completion.

B. General Liability Insurance: Bodily injury liability insurance in the minimum limits of \$500,000 per occurrence. The period of coverage is from contract award through contract completion.

C. Automobile Liability Insurance: Automobile liability insurance written on the comprehensive form of policy with minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage. Coverage is required for the operation of all automobiles in connection with performance of the contract.

D. Aircraft Public and Passenger Liability Insurance: The minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater. The period of coverage is when aircraft are used in connection with the performance of the contract.

*** END OF NARRATIVE H0027 ***

H-31 Environmental Laws, Regulations, and Policies

The contractor shall comply with all Federal, State, and Local environmental laws, regulations, and policies.

*** END OF NARRATIVE H0028 ***

H-32 Information and/or material identified as technical controlled unclassified information shall be protected and handled in accordance with the following:

- a. DEFINITION. The technical data:
 - are in the possession of or under the control o the Department of Defense.
 - have military or space application.
 - may not be exported lawfully without a approval, authorization or license under U.S. export control laws, and
 - disclose critical technology.

Critical technology essentially is data that reveals production know-how that would contribute significantly to a countrys military potential and possibly prove detrimental to the security of the US, such as arrays of design and manufacturing know-how; keystone manufacturing , inspection, and test equipment; keystone materials; and goods accompanied by sophisticated operation, application or maintenance know-how. Rationale: DoD 5230.25-PH, Control of Unclassified Technical Data with Military or Space Application, is the source and authority for this definition, which is self-explanatory.

*** END OF NARRATIVE H0029 ***

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SECTION I - CONTRACT CLAUSES

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION (JUL 2006) - ALTERNATE A (DFARS 252.204-7004)	NOV/2003
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-20	52.215-18	REVISION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-21	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-22	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-25	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-3	CONVICT LABOR	JUN/2003
I-27	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	JUL/2005
I-28	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-29	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-30	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-31	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-32	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-33	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-34	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-35	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-36	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-37	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-38	52.227-1	AUTHORIZATION AND CONSENT (JUL 95) - ALTERNATE I	APR/1984
I-39	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-40	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	APR/1984
I-41	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996
I-42	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-43	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-44	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-45	52.232-1	PAYMENTS	APR/1984
I-46	52.232-17	INTEREST	JUN/1996
I-47	52.232-22	LIMITATION OF FUNDS	APR/1984
I-48	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-49	52.232-25	PROMPT PAYMENT	OCT/2003
I-50	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-51	52.233-1	DISPUTES	JUL/2002
I-52	52.233-3	PROTEST AFTER AWARD (AUG 96) - ALTERNATE I	JUN/1985
I-53	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004

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I-54	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-55	52.242-13	BANKRUPTCY	JUL/1995
I-56	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-57	52.243-2	CHANGES - COST-REIMBURSEMENT	AUG/1987
I-58	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 87) - ALTERNATE V	APR/1984
I-59	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-60	52.248-1	VALUE ENGINEERING	FEB/2000
I-61	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-62	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-63	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-64	52.249-14	EXCUSABLE DELAYS	APR/1984
I-65	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-66	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-67	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-68	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-69	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-70	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/2007
I-71	252.222-7006	COMBATING TRAFFICKING IN PERSONS	OCT/2006
I-72	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
I-73	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-74	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA - SUBMISSION AFTER AWARD	DEC/2006
I-75	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	DEC/2006
I-76	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JAN/2007
I-77	252.225-7013	DUTY-FREE ENTRY	OCT/2006
I-78	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) - ALTERNATE I	APR/2003
I-79	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-80	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUL/2006
I-81	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-82	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-83	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION - ALTERNATE I	JUN/1995
I-84	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-85	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-86	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-87	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-88	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-89	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-90	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAR/2007
I-91	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
I-92	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-93	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-94	252.246-7001	WARRANTY OF DATA	DEC/1991
I-95	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/2006

I-96 52.216-10 INCENTIVE FEE MAR/1997
 * Insert -TBD- in the first blank and -TBD- in the second blank in the first sentence of paragraph (e)(1) and insert -TBD- in the first blank and -TBD- in the second blank of the second sentence of paragraph (e)(1) within the above referenced clause.

I-97 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990
 *Insert -N/A (overtime not authorized)- in the blank in paragraph (a) within the above referenced clause.

I-98 52.243-7 NOTIFICATION OF CHANGES APR/1984
 *Insert -30- in the blank of paragraph b and -30- in paragraph d.

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I-99 52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) JAN/1997

(a) Definitions. Invention means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C.2321, et seq.).

Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

Nonprofit organization means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

Practical application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Small business firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

Subject invention means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor.

(1) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within 6 months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor shall file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Governments interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention --

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- (1) If the Contractor elects not to retain title to a subject invention;
- (2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above (the agency may only request title within 60 days after learning of the Contractors failure to report or elect within the specified times);
- (3) In those countries in which the Contractor fails to file patent applications within the time specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or
- (4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.
- (e) Minimum rights to Contractor.
- (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractors license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractors business to which the invention pertains.
- (2) The Contractors domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.
- (f) Contractor action to protect the Governments interest.
- (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to --
- (i) Establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title; and
- (ii) Convey title to the Federal agency when requested under paragraph (d) above and subparagraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.
- (2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Governments rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.
- (4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in this invention.
- (5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual

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reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) or (2) below, the Contractor --

(i) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractors reasons for such refusal and other pertinent information that may expedite disposition of the matter; and

(ii) Shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts.

(1) The Contractor shall include the clause at 52.227-11 of the Federal Acquisition Regulation (FAR), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractors subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor

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any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that --

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. [Reserved]

(l) Communications. -TBD-

(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions.

(1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether --

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractors fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts).

(1) Any time before final payment under this contract, the Contracting Officer may, in the Governments interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officers opinion, the Contractor fails to --

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;

(ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;

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(iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or

(iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(8) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(End of Clause)

I-100 52.244-2 SUBCONTRACTS

AUG/1998

(a) Definitions. As used in this clause --

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that --

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds --

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

N/A

(f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

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- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting --
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated;
 and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

(End of clause)

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-

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readable media.

"Concatenated unique item identifier" means --

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number, and serial number within the original part, lot, or batch number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

"DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means --

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

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"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD Unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for --

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line
item No.

Item description

-1-

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number -2-.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that --

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution "DD" format for use until solution is approved by ISO/IEC JTC1 SC 31. The "DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology - Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

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(i) The Contractor shall --

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code --

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type. **

(4) Issuing agency code (if concatenated unique item identifier is used). **

(5) Enterprise identifier (if DoD concatenated unique item identifier is used). **

(6) Original part number. **

(7) Lot or batch number. **

(8) Current part number (if not the same as the original part number). **

(9) Current part number effective date. **

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(10) Serial number. **

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.html>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

I-102 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES APR/2003

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of TBD, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of clause)

I-103 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997
OR PRICING DATA - MODIFICATIONS

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

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(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

I-104 52.222-21 PROHIBITION OF SEGREGATED FACILITIES FEB/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract that contains the clause of this contract entitled "Equal Opportunity."

(End of clause)

I-105 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES DEC/2004

(a) Definition. As used in this clause -

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"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to -

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that -
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor

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Act and a second for all other contractors. The Contractor shall --

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I-106 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR- JAN/1986
 HOUR CONTRACTS) (MAY 2004) (DEV 99-00008)
 (a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of --

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

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(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any --

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon --

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage) --

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the

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part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage --

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of --

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies and equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in

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favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for --

- (1) Any delay in delivery of Government-furnished property;
 - (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
 - (3) A decrease in or substitution of Government-furnished property; or
 - (4) Failure to repair or replace Government property for which the Government is responsible.
- (i) Government property disposal. Except as provided in paragraph (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.
- (1) Scrap (to which the Government has obtained title under paragraph (c) of this clause). --
- (i) Contractor with an approved scrap procedure. --
 - (A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.
 - (B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that --
 - (1) Requires demilitarization;
 - (2) Is a classified item;
 - (3) Is generated from classified items;
 - (4) Contains hazardous materials or hazardous wastes;
 - (5) Contains precious metals; or
 - (6) Is dangerous to the public health, safety, or welfare.
 - (ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.
- (2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:
- (i) May purchase the property at the acquisition cost.
 - (ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable a reasonable restock fee that is consistent with the supplier's customary practices).
 - (iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.
- (3) Inventory disposal schedules. --
- (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify --
 - (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and
 - (B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.
 - (ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

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- (iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for --
- (A) Special test equipment with commercial components;
 - (B) Special test equipment without commercial components;
 - (C) Printing equipment;
 - (D) Computers, components thereof, peripheral equipment, and related equipment;
 - (E) Precious Metals;
 - (F) Nonnuclear hazardous materials or hazardous wastes; or
 - (G) Nuclear materials or nuclear wastes.
- (iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.
- (4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than --
- (i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;
 - (ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or
 - (iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.
- (5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.
- (6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.
- (7) Storage. --
- (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.
 - (ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.
- (8) Disposition instructions. --
- (i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.
 - (ii) The Contractor shall prepare for shipment, delivery f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.
 - (iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance

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with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property. --

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

I-107 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses:

<http://www.acqnet.gov/far>

DFARS Clauses:

<http://www.osd.mil/dpap/dars/dfars/index.htm>

Clause Deviations:

<http://www.acq.osd.mil/dpap/dars/classdev/index.htm>

I-108 252.215-7004 EXCESSIVE PASS-THROUGH CHARGES APR/2007

(a) Definitions. As used in this clause--

Excessive pass-through charge, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit on work performed by a subcontractor (other than charges for the costs of managing subcontracts and applicable indirect costs and profit based on such costs).

No or negligible value means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added substantive value to the contract or subcontract in accomplishing the work performed under the contract.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) Performance of work by the Contractor or a subcontractor.

(1) If the Contractor changes the amount of subcontract effort identified in its proposal such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the Contractor shall provide the

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Contracting Officer with a description of the value added by the Contractor as related to the subcontract effort.

(2) If any subcontractor identified in the proposal changes the amount of lower-tier subcontractor effort such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(3) If any subcontractor not identified in the proposal subcontracts to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist--

(1) For fixed-price contracts, the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price; and

(2) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in Subpart 31.2 of the Federal Acquisition Regulation (FAR) and Subpart 231.2 of the Defense FAR Supplement.

(e) Access to records.

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract, except for--

- (1) Firm-fixed-price subcontracts awarded on the basis of adequate price competition;
- (2) Fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition;
- (3) Firm-fixed-price subcontracts for the acquisition of a commercial item; or
- (4) Fixed-price subcontracts with economic price adjustment, for the acquisition of a commercial item.

(End of clause)

I-109 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) - ALTERNATE 1 DEC/2006
 (APR 2003) (DEVIATION)

(a) Definitions. As used in this clause --

(1) "Electronic component" means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits. An item can be an "electronic component" regardless of the tier of the end product at which it is installed.

(2) "End product" means supplies delivered under a line item of this contract.

(3) "Qualifying country" means any country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(4) "Specialty metals" means any of the following:

(i) Steel --

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

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(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium.

(ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent.

(iii) Titanium and titanium alloys.

(iv) Zirconium and zirconium base alloys.

(b) Any specialty metals delivered under this contract shall be melted or produced in the United States or its outlying areas.

(c) This clause does not apply to specialty metals --

(1) Melted in a qualifying country or incorporated in an article manufactured in a qualifying country; or

(2) Incorporated in a commercially available electronic component, if the value of the specialty metal content in the electronic component does not exceed 10 percent of the overall value of the lowest level electronic component, containing specialty metal, that is --

(i) Produced by the Contractor; or

(ii) If the Contractor does not produce the electronic component, produced by the subcontractor from which the electronic component was acquired.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts for items containing specialty metals.

(End of clause)

I-110 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002
(a) Definitions.

As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items, construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

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(b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shippers sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

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(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

<u>DESCRIPTION</u>	<u>ITEM</u>	<u>CONTRACT</u>	
	<u>LINE ITEMS</u>	<u>QUANTITY</u>	

Total

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

I-111 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties -

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(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for -

(i) Noncommercial items; or

(ii) Commercial items that --

(A) The Contractor is reselling or disributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

I-112

52.219-4702

PILOT MENTOR-PROTEGE PROGRAM

NOV/2006

1. The Pilot Mentor-Protege Program (MPP) assists small businesses (Proteges) to successfully compete for prime contract and subcontract awards by partnering with large companies or graduated 8(a) firms (Mentors) under individual, project-based Agreements.

2. a. A Mentor firm must be currently performing under at least one active approved subcontract negotiated with DoD or another Federal agency pursuant to FAR 19.702, and be currently eligible for the award of Federal contracts. New mentor applications must be approved and must be submitted to the Office of Small Business Programs (OSBP) of the Cognizant Military Service or Defense Agency (if concurrently submitting a reimbursable Agreement) or to the DoD OSBP, prior to the submission of an Agreement. Mentors and Proteges are solely responsible for finding their counterpart. Legislatively, DoD OSBPs participation in the teaming of partnering Mentors and Proteges is prohibited. Therefore, firms are strongly encouraged to explore existing business relationships to establish a Mentor-Protege relationship.

b. Graduated 8(a) firms may be mentors. To be eligible to participate as a mentor, an 8(a) firm must be --

1) A graduated 8(a) firm that provides documentation of its ability to serve as a mentor;

2) Approved to participate as a mentor in accordance with DFARS Appendix I-105; and

3) A graduate of the 8(a) program. A firm's graduation can be validated by either

(a) The Small Business Dynamic Search link of the Central Contractor Registration (CCR) (<http://www.ccr.gov/>) if the firm retains its small business size, or

(b) Contacting the graduated 8(a) firm's SBA District Office.

3. A Protege firm must be either a small disadvantaged business (SDB), a qualifying organization employing the severely disabled, a women-owned small business (WOSB), a service-disabled veteran-owned small business (SDVOSB), or a historically underutilized business zone (HUBZone). Protege certifications are available from the following sources: for SDB, contact the Small Business Administration (SBA) for certification; for a WOSB, self-certification is sufficient; for an organization employing the severely disabled, they must comply with Section 8046A PL 102-172; for a SDVOSB, they must meet the standards set in Section 8(d)(3) of the Small Business Act (15 U.S.C. 637(d)(3)); and for a HUBZone Small Business, this is a determination to be made by the SBA in accordance with 13 C.F.R. Part 126.

4. Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the "Program") is encouraged. Under the Program, eligible companies approved as mentor firms enter into mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

5. There are two types of DoD MPP Agreements; direct reimbursement or credit. Direct reimbursed Agreements are those in which the

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Mentor receives reimbursement costs of developmental assistance provided to the protege. These Agreements are approved by the OSBP of the Cognizant Military Service or Defense Agency as outlined in the Defense Federal Acquisition Supplement (DFARS) Appendix I. Credit Agreements are those in which the Mentor receives a multiple of credit toward their SDB subcontracting goal based on the cost of developmental assistance provided to the Protege. Credit Agreements are currently approved by the Defense Contract Management Agency (DCMA). MPP Agreements must meet the requirements set forth in DFARS Appendix I and the Agreement template. For direct reimbursed Agreement submissions, the Agreement proposal should be submitted to the OSBP of the Cognizant Military Service or Defense Agency. For credit Agreements, the Agreement proposal should be submitted to DCMA. Credit Agreements start on the day they are approved. Direct reimbursement Agreements start on the date that the specific contract vehicle is modified. Mentors cannot incur cost for credit or reimbursement until the Agreement has been approved. Semi-annual reports, annual DCMA performance reviews and Protege 2-year out reports are required for each DoD MPP Agreement.

6. Mentor firms are encouraged to identify and select protege firms from concerns that are defined as: Certified Small Disadvantaged Business, Qualified organization employing the severely disabled, Women-Owned Small Business, Indian-Owned Small Business, Native Hawaiian Organization-Owned Small Business, Qualified HUBZone Small Business, or Service-Disabled Veteran-Owned Small Business.

7. Full details of the program are located at http://www.acq.osd.mil/osbp/mentor_protege/, <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.72, "Pilot Mentor-Protege Program", or, call the Mentor-Protege Hotline at (800) 540-8857.

8. For additional questions after reviewing the information provided, contact the OSBP serving your area.

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST			ELECTRONIC
				IMAGE
Exhibit B	SYSTEM DESIGN NOTEBOOK	14-JUN-2007		ELECTRONIC
				IMAGE
Attachment 0001	STATEMENT OF WORK	14-JUN-2007		ELECTRONIC
				IMAGE
Attachment 0002	PERFORMANCE SPECIFICATION	25-MAY-2007		ELECTRONIC
				IMAGE
Attachment 0003	REQUIRED GOVERNMENT TEST HARDWARE	12-JUN-2007		ELECTRONIC
				IMAGE
Attachment 0004	REQUIRED CONTRACTOR TEST HARDWARE	12-JUN-2007		ELECTRONIC
				IMAGE
Attachment 0005	COST AND SOFTWARE DATA REPORTING PLAN	19-APR-2007		ELECTRONIC
				IMAGE
Attachment 0006	PLATFORM INTEGRATION PLAN	06-APR-2007		ELECTRONIC
				IMAGE
Attachment 0007	AIRWORTHINESS QUALIFICATION PLAN			ELECTRONIC
				IMAGE
Attachment 0008	PRODUCTION QUANTITIES FOR LRIP AND FRP	14-JUN-2007		ELECTRONIC
				IMAGE
Attachment 0009	IPTS AND WORKING GROUPS	25-MAY-2007		ELECTRONIC
				IMAGE
Attachment 0010	PROHIBITED PARTS, MATERIALS, AND PROCESSES	23-FEB-2007		ELECTRONIC
				IMAGE
Attachment 0011	TRAINING COURSES	28-APR-2007		ELECTRONIC
				IMAGE
Attachment 0012	DOCUMENT SUMMARY LIST	14-JUN-2007		ELECTRONIC
				IMAGE
Attachment 0013	DD254 AND SECURITY CLASSIFICATION GUIDE			ELECTRONIC
				IMAGE
Attachment 0014	COMPUTER SOFTWARE DEFINITIONS	30-MAR-2007		ELECTRONIC
				IMAGE
Attachment 0015	ACRONYMS	01-JUN-2007		ELECTRONIC
				IMAGE
Attachment 0016	PROGRAM SCHEDULE	08-MAY-2007		ELECTRONIC
				IMAGE
Attachment 0017	OFFERORS PAST PERFORMANCE QUESTIONNAIRE			ELECTRONIC
				IMAGE
Attachment 0018	MANPRINT ISSUES			ELECTRONIC
				IMAGE
Attachment 0019	JAGM PARTS, MATERIALS, AND PROCESSES			ELECTRONIC
				IMAGE
Attachment 0020	PEO POLICY ON PLASTIC ENCAPSULATED MICROCIRCUITS, REV B	25-FEB-2000		ELECTRONIC
				IMAGE
Attachment 0021	RESERVED			
Attachment 0022	SYSTEM ENGINEERING PLAN (SEP) VERSION X	03-MAY-2007		ELECTRONIC
				IMAGE
Attachment 0023	GOVERNMENT FURNISHED PROPERTY			ELECTRONIC
				IMAGE

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offeror.
L	Instructions And Conditions, and Notices to Offerors.

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
 NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2006
K-2	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995
K-3	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA - SUBMISSION WITH OFFER	DEC/2006
K-4	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-5	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-6	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-7	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541710 .

(2) The small business size standard is 500 .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- () (i) Paragraph (c) applies.
- () (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K-8	52.222-18	CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS	FEB/2001
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(a) Definition. Forced of indentured child labor means all work or service --

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the ovrker does not offer himself voluntarily; or

Name of Offeror or Contractor:

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:	Listed Countries of Origin:
None	None

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not award of any such use of child labor.

(End of provision)

K-9 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987
(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K-10 52.225-18 PLACE OF MANUFACTURE SEP/2006
(a) Definitions. As used in this clause --

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000 - 9999, except --

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of Performance means the place where an eend product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Governmnet. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly --

- (1) ____ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ____ Outside the United States.

(End of provision)

K-11 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000
Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a

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Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

() (1) Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB-DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO where filed:_____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

() (2) Certificate of Previously Submitted Disclosure Statement

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:_____

Name and Address of Cognizant ACO or Federal Official Where Filed:_____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

() (3) Certificate of Monetary Exemption

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

() (4) Certificate of Interim Exemption

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award

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resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of Provision)

K-12 52.230-7 PROPOSAL DISCLOSURE - COST ACCOUNTING PRACTICE CHANGES APR/2005

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

() Yes () No

If the offeror checked "Yes" above, the offeror shall --

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

K-13 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE JUN/2005

(a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

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(b) Evaluation. The Government --

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that --

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (if known)

(End of provision)

K-14 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	JAN/2004
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-6	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a Cost-Plus-Incentive Fee, Award Fee, and Firm-Fixed Price type contract resulting from this solicitation.

(End of provision)

L-7	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from the Contracting Officer, AMSAM-AC-TM-H.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-8	252.211-7001	AVAILABILITY OF SPECIFICATIONS, STANDARDS AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS	MAY/2006
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Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

Commander,
U.S. ARMY AVIATION & MISSILE COMMAND
ATTN: AMSAM-AC-TM-H
Redstone Arsenal, AL 35898-5280.

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing or other pertinent document.

(End of provision)

L-9	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
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(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

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(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

L-10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR Clauses:

www.arnet.gov/far

DFARS Clauses:

www.dtic.mil/dfars

Clause Deviations:

www.acq.osd.mil/dp/dars/classdev.html

L-11 252.215-7003 EXCESSIVE PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT APR/2007

(a) Definition. Excessive pass-through charge, as used in this provision, is defined in the clause of this solicitation entitled ``Excessive Pass-Through Charges'' (DFARS 252.215-7004).

(b) General. The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor.

(1) The offeror shall identify in its proposal the percent of effort it intends to perform, and the percent expected to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal--

(i) The amount of the offeror's indirect costs and profit applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the value added by the offeror as related to the work to be performed by the subcontractor(s).

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(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal--

(i) The amount of the subcontractor's indirect costs and profit applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of Provision)

L-12 52.209-4702 DETERMINATION OF RESPONSIBILITY (USAAMCOM) JUN/1997

a. Award of a contract to a potential supplier is not based on lowest evaluated price alone. Due consideration shall also be given to those standards for responsible prospective contractors as set forth in FAR 9.100, including but not limited to, (1) adequate financial resources; (2) ability to comply with required or proposed delivery schedules; (3) satisfactory record of previous performance; (4) satisfactory record of integrity; (5) necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; (6) necessary production, construction, and technical equipment and facilities, or the ability to obtain them, and; (7) be otherwise qualified and eligible to receive an award under applicable laws and regulations.

b. Offeror agrees to furnish the Contracting Officer any information requested as to his technical, financial and production ability to perform any contract resulting from this solicitation.

c. A survey team may contact your facility for the purpose of determining your financial and technical ability to perform. Current certified financial statements and other data pertinent to this offer should be available at that time.

(End of Provision)

L-13 52.215-4700 NOTICE: SPECIFICATION INFORMATION (USAAMCOM) AUG/2001

The supplies or services described in the schedule shall be furnished in strict accordance with the specifications, drawings and requirements herein recited or referred to, all of which are incorporated herein and/or made a part hereof by reference.

For the purpose of purchasing or subcontracting as a result of this solicitation, both the offeror and the Government acknowledge that source notes on drawings, other than controlled source drawings, are for the convenience of a procuring activity. Such notes are not to be construed as restricting the source of procurement. Source information provided for the convenience of the procuring activity may include an advisory contractor part number that is not Government controlled and does not normally reflect a part equivalent to the Army Part Number (APN). Offerors must order and deliver against the APN requirements rather than contractor part numbers.

Where no Army part numbers are listed in the item description contained in the schedule and the items to be furnished are described only by manufacturer's part number or numbers, and if offeror proposes to furnish a revised or replacement part which differs in any respect from the item or items bearing the part number or numbers set forth in the schedule, offeror shall describe such differences. Offeror certifies that the item or items proposed to be furnished are interchangeable in all respects and for all purposes, with the item or items bearing the part numbers listed in the schedule.

In reviewing the drawings and specifications associated with this contract, each offeror is specifically cautioned that some of the component drawings may be identified as 'selected item drawings.' The general definition of a selected item drawing is contained in ASME Y14.100 titled Engineering Drawing Practices. It is noted that a selected item is a peculiar item in one or more characteristics and its use as specified in the technical data package is mandatory.

For selected items, i.e., those that require special screening and inspection for acceptance, it is recommended that this requirement be accomplished by the selected item manufacturer. The offeror must indicate below the point of special screening and inspection for acceptance.

Temperature cycle, stabilization bake, radiographic inspection, burn-in, electrical tests and other processing details required by the selected item drawing and related documentation are mandatory and cannot be waived, modified, changed or otherwise altered without prior approval of the Contracting Officer.

Other versions of Military High Reliability parts (e.g. JAN-TX, etc.) are not acceptable substitutes for Selected Items.

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(End of Provision)

L-14 52.215-4705 NOTICE: COST OF MONEY (USAAMCOM) AUG/2001
 Proposal Cost of Money (COM) must be submitted by asset type, i.e., Land, Buildings, and Equipment. Accordingly, the data required by Form Cost Accounting Standards Board - Cost of Money Factors (CASB-CMF) must be delineated for each of the three aforesated asset types consistent with DD Form 1861, Contract Facilities Capital cost of Money.

L-15 52.215-4716 PARTICIPATION IN THE PARTNERING PROCESS (USAAMCOM) MAY/2003
 In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and its major subcontractors engage in the Partnering process.

Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American warfighter with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communications, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

After contract award, the Government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g., cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

Implementation of the Partnering relationship will be based upon the AMC Model Partnering for Success Process, as well as the principles and procedures set forth in the AMC Partnering Guide.

For information about the Partnering process and procedures the Partnering Success Guide may be found at http://www.amc.army.mil/amc/command_counsel/partnering.html.

L-16 52.233-4703 AMC-LEVEL PROTEST PROGRAM (USAAMCOM) MAY/2004
 If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
 Office of Command Counsel
 9301 Chapek Rd, Room 2-1SE3401
 Ft. Belvoir, VA 22060-5527.

Facsimile number (703) 806-8866 or 8875

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Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command
Office of Command counsel
Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/bidprotest.html

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Provision)

L-17 52.245-4700 GOVERNMENT OWNED PRODUCTION AND RESEARCH PROPERTY INFORMATION FOR AUG/2001
EVALUATION TO ELIMINATE COMPETITIVE ADVANTAGE (USAAMCOM)

If this offer is based on the use of Government property by the offeror or his anticipated subcontractors for performing the proposed contract, the offeror shall submit with his proposal the following information:

- (1) Description/identification of the item.
- (2) Total cost of item, if known, including acquisition cost, improvement costs, installation cost, and freight. (Cost will be subject to verification by the appropriate accountable property officer.)
- (3) Type/class of equipment in accordance with FAR 52.245-9(DOD Class Deviation 00011).
- (4) Monthly rental rate in accordance with FAR 52.245-9(DOD Class Deviation 00011).
- (5) Period of time during which authorization to use each is desired.
- (6) A rental equivalent will be used to determine the Government cost of authorized Government furnished property for the source selection. Therefore, when offerors calculate any claimed credit against the rental equivalent (FAR 52.245-9(c)(DOD Class Deviation 00011)), they shall treat the entire time of use in performing the proposed contract as use requiring the payment of a rental fee, and all other use outside this contract as being rent-free. Separate calculations and documentation shall be furnished on each item of property for which a credit is claimed.
- (7) Written permission of the contracting officer having cognizance of the property already in the possession or control of the bidder/offeror or his proposed subcontractor to use that property without charge in performance of any contract resulting from this solicitation.
- (8) Copy of any existing rental agreement or rental agreement number and name and address of administering contracting officer.

(End of Provision)

L-18 52.245-4702 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (USAAMCOM) JUN/1997

- a. It is not the desire of the Government to purchase or have purchased for its account any facilities, special tooling and/or special test equipment for use in performance of any contract awarded pursuant to this solicitation.
- b. The bidder/offeror is expected to provide all facilities, special tooling, and special test equipment required in the performance of this proposed contract except that existing Government-owned facilities, special tooling and special test equipment (hereinafter described as Government Production and Research Property - FAR 45.301) presently in his possession or in the possession of a proposed subcontractor, which he plans to utilize and which he must identify as required below.

NOTE: FAILURE TO RESPOND TO THE FOLLOWING APPLICABLE PORTIONS OF THIS SPECIAL PROVISION MAY CONSTITUTE BASIS FOR REJECTION OF BID/OFFER AS NONRESPONSIVE.

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c. This bid/offer precludes the use of Government production and research property in possession of contractors for which rent is not being paid, or for which rent-free use is not authorized.

d. If proposed use of Government production and research property is subject to existing rental agreement, bidder/offeror will submit with his bid/offer the contract or rental agreement number and name and address of administering contracting officer.

e. If Government production and research property will be used on a rent-free basis the bid/offer must contain, as a minimum, information in response to the following for each line item in the bid/offer:

(1) A list or description of all Government production and research property which the bidder/offeror or his anticipated subcontractors propose to use on a rent-free basis which is already in possession of the bidder/offeror and his subcontractors under other contracts. Descriptions (to include age and/or acquisition cost of each item, as appropriate) shall be included for each category of property set forth in Section M.

(2) For Government production and research property already in possession of the bidder/offeror and his proposed subcontractors, identification of the facilities contract or other instrument under which the property is held, and the written permission of the Contracting Officer having cognizance of the property for use of that property without charge.

(3) The amount of use (in months) of Government production and research property, and, with respect to any such property which will be used concurrently in performance of two or more contracts, the amounts of the respective use in sufficient detail to support the proration required for concurrent use.

(4) Maintenance of Government production and research property shall be performed by the bidder/offeror, and separate funding in support of this proposed procurement shall not be provided.

(End of Provision)

L-18 Additional Instructions

The Sections L and M will be well defined in the formal Request for Proposal, to include definitive proposal preparation instructions and evaluation criteria.

*** END OF NARRATIVE L0001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
M-1	52.245-4701	EVALUATION OF USE OF GOVERNMENT OWNED PRODUCTION AND RESEARCH PROPERTY (USAAMCOM)	JUN/1997

If Government production and research property is proposed for use in performance of any contract resulting from this solicitation, each offer will be adjusted to include a rental equivalent evaluation factor for each item of such property calculated in accordance with FAR Clause 52.245-9. This adjustment will apply for the use of Government property by the offeror as well as any subcontractor thereto.

(End of Provision)

M-2 Evaluation Criteria

Full evaluation criteria will be included in the formal JAGM Request for Proposal.

*** END OF NARRATIVE M0001 ***